1 2	Irrigation and/or M&I Contract No. 14-06-200-3365A-IR12-C		
2	Contract No. 14-00-200-3303A-IN12-C		
3	UNITED STATES		
4			
5			
6	Central Valley Project, California		
7	INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES		
8	AND		
9	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2		
10	PROVIDING FOR PROJECT WATER SERVICE		
11	THIS CONTRACT, made this day of, 2010,		
12	in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or		
13	supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),		
14	as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,		
15	July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),		
16	as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively		
17	hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF		
18	AMERICA, hereinafter referred to as the United States, and WESTLANDS WATER DISTRICT		
19	DISTRIBUTION DISTRICT NO. 2, hereinafter referred to as the Contractor, a public agency of		
20	the State of California, duly organized, existing, and acting pursuant to the laws thereof;		
21	WITNESSETH, That:		
22	EXPLANATORY RECITALS		
23	WHEREAS, Mercy Springs Water District (District) and the Contractor		
24	executed an agreement on March 1, 2003, to provide for the assignment to the Contractor of		
25	4,198 acre-feet of project water under the District's interim renewal contract identified as		
26	Contract No. 14-06-200-3365-IR8-C; and		

27	WHEREAS, the Contractor entered into an interim renewal contract identified as	
28	Contract No. 14-06-200-3365A-IR11-C, hereinafter referred to as the Existing Interim Renewal	
29	Contract, which provided for continued water service to the Contractor from March 1, 2008,	
30	through February 28, 2010; and	
31	WHEREAS, the United States and the Contractor have made significant progress	
32	in their negotiations of a long-term renewal contract, believe that further negotiations on the	
33	long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to	
34	seek to reach agreement, but anticipate that the environmental documentation necessary for	
35	execution of any long-term renewal contract will be delayed until March 2011, and may be	
36	delayed further for reasons beyond the control of the parties; and	
37	WHEREAS, the Contractors have requested a subsequent interim renewal	
38	contract pursuant to subdivision (b)(1) of Article 2 of the Existing Interim Renewal	
39	Contract; and	
40	WHEREAS, the United States has determined that the Contractor has to date	
41	fulfilled all of its obligations under the Existing Interim Renewal Contract; and	
42	WHEREAS, the United States is willing to renew the Existing Interim	
43	Renewal Contract pursuant to the terms and conditions set forth below;	
44	NOW, THEREFORE, in consideration of the mutual and dependent covenants	
45	herein contained, it is hereby mutually agreed by the parties hereto as follows:	
46 47	INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT	
48	1. The terms and conditions of the Existing Interim Renewal Contract are hereby	
49	incorporated by reference into this Contract with the same force and effect as if they were	
50	included in full text with the exception of Article 2 thereof, which is revised as follows:	

51			
52	(a) The first sentence in subdivision (a) of Article 2 of the Existing Interim		
53	Renewal Contract is modified as follows: "This interim renewal contract shall be effective from		
54	March 1, 2010, and shall remain in effect through February 29, 2012, and thereafter will be		
55	renewed as described in subdivision (a) of Article 2 if a long-term renewal contract has not been		
56	executed with an effective commencement date of March 1, 2012."		
57	(b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is		
58	amended by deleting the date "February 15, 2010," and replacing same with the date		
59	"February 15, 2012."		
60	(c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is		
61	amended by deleting the dates "February 1, 2010," "February 15, 2010," and "February 28,		
62	2010," and replacing same with the dates "February 1, 2012," "February 15, 2012," and		
63	"February 29, 2012," respectively.		

64	IN WITNESS WHEREOF, the parties hereto have executed this Contract as or	
65	the day and year first above written.	
66		UNITED STATES OF AMERICA
67		By:
68 69		Regional Director, Mid-Pacific Region Bureau of Reclamation
70 71	(SEAL)	WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2
72 73		By:President
74	Attest:	
75		_
76	Secretary	